IN THE HIGH COURT OF UTTARANCHAL AT NAINITAL

Writ Petition No. 806 of 2004 (M/B)

Sri Poornagirig Jal Seva Samiti Regd.,
Kasganj, District Etah,
Nadrai Gate, through its Cashier
Anil Kumar Bindal S/o Late Sri Ram Kumar Bindal,
R/o Near B.L. Govil, J.B. Cold Storage,
Nadari Gage, Kasganj,
District Etah, U.P. …….. Petitioner

Versus

1. District Magistrate,
   Champawat.
2. Divisional Forest Conservator,
   Champawat.
3. Chief Forest Conservator,
   Uttaranchal Shasan,
   Forest Head Office,
   District Dehradun.
4. State of Uttaranchal,
   through its Chief Secretary,
   Home, Uttaranchal Shasan,
   District Dehradun. …….. Respondents

Mr. Sharad Sharma, Advocate for the petitioner.
Mr. N.C. Gupta, standing Counsel for the State of Uttaranchal.

JUDGMENT

Coram: Hon. Rajeev Gupta, C.J.
Hon. M.M. Ghildiyal, J.

RAJEEV GUPTA, C.J. (Oral)

Mr. Sharad Sharma, Advocate for the petitioner.
Mr. N.C. Gupta, Standing Counsel for the respondents.
They are heard.

2. The petitioner has filed this writ petition for the following reliefs:

> "I. Issue a writ, order or direction in the nature of mandamus commanding the respondents not to demolish or restrain the petitioner from raising the temporary structure in accordance to the lease deed executed by the

Chief Forest Conservator in pursuance to the permission granted under Section 2 of the Forest Conservation Act.

II. Issue a writ, order or direction which this Hon'ble Court may deem fit and proper under the circumstances of the case.

III. Award the cost of the petition to the petitioner."

3. The dispute between the parties arises out of the lease of an open piece of land granted in favour of the petitioner vide lease deed dated 26.05.2000 (Annexure 10). The forest authorities are alleged to have demolished some of the petitioner's construction which, according to the authorities, was raised in violation of the conditions on which the lease was granted.

4. From the lease deed (Annexure 10), we gather that the same contains built-in machinery for arbitration, in case of any dispute between the parties arising out of the lease. From the pleadings, we further gather that there is serious dispute between the parties about the nature of the construction raised by the petitioner.

5. In this view of the matter, we are of the opinion that it would be appropriate for the petitioner to avail the remedy of arbitration for the redressal of the grievances projected in the writ petition. As an order of status quo was passed in favour of the petitioner on 18.08.2004, we deem it proper to direct that the said interim order shall continue to remain in force for a further period of two weeks from today.

6. With the above observation / direction, the writ petition stands disposed of.

(M.M.Ghildiyal, J.) **(Rajeev Gupta, C.J.)**
03.03.2006 **03.03.2006**

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